IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS: John Snyder

EXAMINER:

SERIAL NO.: 10/776,400

ART GROUP:

FILED: February 11, 2004

CASE NO.:   XAW-0302

TITLE: **TEXT TO XML TRANSFORMER AND METHOD**

Law Office of Dale B. Halling, LLC
24 S. Weber, Suite 311
Colorado Springs, CO 80903
July 07, 2004

DECLARATION
37 CFR 1.47(b)

Honorable Commissioner of
   Patents and Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

I, Dale B. Halling, the attorney for the applicants (rightful owner) do hereby declare:

Background

XAware, Inc. and Telegea, Inc. entered into a License Agreement (attached) on March 25th, 2002 and added Amendment No. 1 to License Agreement (attached) on December 23, 2002 and added Amendment No. 2 to License Agreement (attached) on April, 2003.

Facts

Sufficient Proprietary Interest

1.   The Amendment No. 2 to License Agreement, states under "2. Amendment (b)" section "16. Product Enhancements (F)" that "ownership of the XAware Product Enhancement components developed by Telegea hereunder, including the intellectual property right embodied therein, shall be held by XAware." This shows that XAware is the rightful owner and assignee of any of the Product Enhancements.

2.   The Amendment No. 2 to License Agreement, states under "2. Amendment (b)" section "16. Product Enhancements (B)" that "Product Enhancements' includes "XAware's XSLT BizComponent and Wizard, the Text BizComponent and Wizard, and any other software enhancements to the Products". The present patent application mainly relates to the "Text BizComponent and Wizard".

Diligent Effort/Refuses to Sign

3.   The named inventor "John Snyder" is (or was) an employee of Telegea, Inc. An Internet search for "John Snyder" in Massachusetts shows 26 hits. To the best of my knowledge, Mr. John Snyder, still works for Telegea. As a result, an Express Mail package was sent to Mr. John Snyder at Telegea, 345 Winter Street, Waltham, MA 02451. The Express Mail package was received on May 28, 2004 at 8:49 AM according to the Tracking sheet (attached) from the US Postal Service. A copy of the Express Mail receipt is also attached. Attempts were also made to reach Mr. John Snyder by email. As of July 6, 2004, Mr. John Snyder has not made contact with me, Dale B. Halling, or anyone at XAware to the best of my knowledge.
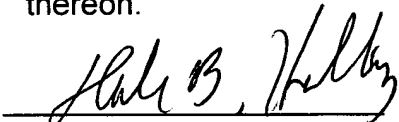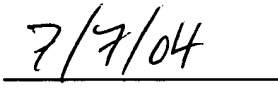
Declaration Under 37 CFR 1.64

4.   Mr. Rick Kasch, Chief Financial Officer, of XAware, the company to which Telegea and Mr. Synder agreed to transfer ownership of any patents, has executed a Declaration under 37 CFR 1.64

<u>Preserve Rights</u>

5.   XAware started to ship product that includes the subject of the present patent application sometime in February of 2004 after the filing of the present application. As a result, any foreign patent rights and potentially the US patent rights will be lost unless the present petition is allowed.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statement and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

_____   7/7/04_____
Dale B. Halling   Date

I hereby certify that a **Notice to File Missing Parts** is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, P.O. Box 1450, Alexandria, VA 22313-1450, on:

7/7/2004   _____
Date   Signature

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License Agreement

AGREEMENT made this 25th day of March, 2002 by and between XAware Inc., a Delaware Corporation, with offices located at 1420 Austin Bluffs Parkway CSTI Building Colorado Springs, CO 80918 (hereinafter "Licensor") and TELEGEA, Inc., a Delaware Corporation, with offices located at 245 Winter Street, Waltham, Massachusetts 02451 (hereinafter "Customer").

WHEREAS, Licensor is the owner of a suite of certain software products identified on Exhibit A attached hereto known as the "XA-Suite" (hereinafter "Software Product"); and

WHEREAS, Licensor is the owner of documentation, specifications, and other materials relating to and accompanying the Software Product (the "Documentation") (the Software Product and the Documentation shall hereinafter be referred to as the "Licensed Work"); and

WHEREAS, Customer wishes to utilize Licensed Work as part of its technology product Emporium Product Line (hereinafter "Product"); and

WHEREAS, Customer wishes to have authority to embed Licensed Work in accordance with the terms of this Agreement; and

WHEREAS, the parties hereto wish to set forth respective rights and obligations relating to the Licensed Work.

NOW, THEREFORE, it is agreed by the parties as follows:

1.   Scope of Rights – Development License

Subject to the terms of this Agreement, Licensor hereby grants to Customer a nonexclusive, nontransferable, perpetual worldwide license to:

(A)   Install the Licensed Work on computer systems owned, leased or otherwise controlled by Customer in Customer's own facilities for the sole purpose of developing and testing the Product in accordance with this Agreement on the operating system and by the number of Developers set forth on Schedule A. For purposes of this section, a "Developer" shall mean a person who uses the Licensed Work for development, testing, benchmarking and demonstration of the Licensed Work for purposes of embedding the Licensed Work within the Product. The parties agree that this is not a concurrent-use license but rather a seat license and Customer agrees that a license fee must be paid to Licensor for each employee or consultant of Customer who is a Developer. Upon request, Customer

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agrees to certify in writing that it has paid for sufficient number of licenses for its Developers.

(B)   Make copies of Licensed Work in machine readable, object code form solely for backup, disaster recovery or archival purposes.

2.   Scope of Rights – Runtime Components

(A)   The term "Runtime Components" means any portion of the Licensed Work which is (i) embedded or incorporated in the Product or (ii) used or accessed (or can be accessed) in the execution of the Product.

(B)   Subject to the terms of this Agreement, Licensor hereby grants to Customer a nonexclusive, nontransferable, perpetual worldwide license to use, copy and distribute the Runtime Components to third party end-users, but solely (i) as part of the Product, and (ii) for use with the Product, and (iii) to the extent that Customer has paid the applicable license fees to Licensor as set forth on Schedule B.

(C)   No third party end-users have rights of copying or distribution of the Product, and Customer (or its distributors) must ensure that any such third party end-users agree to be bound by terms and conditions no less favorable to Licensor than in this Agreement.

Customer shall ensure that every copy of the Product bears such legends or restrictive notices as Licensor may require to protect its intellectual property rights to the Products. Customer shall promptly notify Licensor if Customer becomes aware of any illegal or unauthorized use of the Products or Documentation. Customer will reasonably assist the Licensor in taking all steps the Licensor in its sole discretion believes to be necessary to defend the Licensor's rights in the Products and Documentation.

(D)   Customer will have the right to rebrand the Licensed Work in its own name Customer may delete any embedded proprietary notice of Licensor on any portion of the Licensed Product that is incorporated in the Product. Each copy of the Product shall include a "Powered by Xaware XA Suite™" legend on the bottom of the splash screen or the About dialog.

(E)   Customer may not make any modifications, improvements, or derivative works of the Licensed Work except as permitted herein. Customer may modify configuration files of the Licensed Work solely for purposes of

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achieving interoperability with the Product or independently created computer software.

(F)   Make copies of Licensed Work, but only in furtherance of the above-mentioned actions.

(G)   Use, reproduce and distribute the Documentation and create derivative works based on the Documentation solely in connection with production of documentation for the Product in accordance with the license for Runtime Components granted hereunder.

Notwithstanding the foregoing, Customer is prohibited from selling or marketing Licensed Work on its own, in a "stand alone" form. Any sale or marketing of Licensed Work hereunder is limited to Licensed Work as embedded into Customer's Product.

Any use, copying, or distribution of the Licensed Work not authorized by this License Agreement shall automatically terminate Customer's right and license hereunder.

3.   Confidential Information; Title to Licensed Work

"Confidential Information" shall mean: (i) all technical and other commercially valuable information in whatever form including unpatented inventions, trade secrets, copyrighted materials, blue prints, processors, computer programs, know-how, data, data models and file structures, costs, fee schedules, access codes and similar security information procedures, discoveries, developments, improvements, graphs, drawings, designs, samples, devices, models and other materials of whatever description provided by Licensor; (ii) any materials or information marked as confidential at the time of disclosure (or described as confidential at the time of oral disclosure and summarized in writing and sent to the receiving party within thirty (30) days of disclosure); and (iii) the terms of this Agreement.

Customer agrees that it and its employees, representatives, agents and consultants shall employ reasonable security precautions to maintain the confidentiality of Licensor's Confidential Information. As to any source code or system information furnished to Customer, Customer agrees that its organization shall at all times use commercially reasonable efforts to prevent disclosure or dissemination of trade secrets embodied therein to any person, firm, organization, or employee, except as necessary to exercise the rights granted to Customer hereunder. Customer agrees not to "unlock," modify, adapt, translate, reverse engineer, disassemble or decompile the Licensed Work or any portion thereof, or create derivative works of the Product, even for purposes of interoperability (except as set forth above) or error correction.

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Customer will promptly report to Licensor any actual or suspected violation of this section and will take further steps as may reasonably be requested by Licensor to prevent or remedy any such violation.

Licensor claims and reserves all rights and benefits afforded under federal and international copyright law in all programming and documentation comprising the Licensed Work as copyrighted works. Customer acquires no right, title, or interest in the Licensed Work other than the license granted herein and the title to the media upon which the Licensed Work is delivered. Customer acknowledges, understands and agrees that the Licensed Work constitutes valuable proprietary assets and trade secrets of Licensor embodying substantial creative efforts and Confidential Information (as defined above).

Customer further agrees not to furnish any of the Licensed Work into any country in violation of national export control regulations.

4.   Development Schedule

Licensor shall provide customer with the following items:

(i)   Customer is entitled to most recent release version (release version defined as a QA, tested and benchmarked product) of XA-Suite on Weblogic 6.1 Service Pack 2 and all accompanying documentation in hard and electronic copy.

(ii) The following list of the required adapters and their availability
        SQL and HTTP available upon signing
        JMS and Monitor available no later than 4/15/2002
        MQ Series, Socket and SNMP available no later than 5/31/2002
        CORBA available no later than 6/30/2002

(iii) Customer is entitled to receive the existing (Microsoft) IDE version of the XA-Developer capable of configuring SQL (Oracle) and HTTP.

(iv) The following defines release schedule of Java/Swing IDE

        Beta version XA-Developer IDE in Java/Swing capable of configuring SQL (Oracle), HTTP, and JMS (supporting Web-Logic and Web-Sphere) and Monitor available no later than 4/15/2002,

        Release version XA-Developer IDE in Java/Swing capable of configuring SQL (Oracle), HTTP, and JMS (supporting Web-Logic and Web-Sphere) and Monitor available no later than 5/31/2002.

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Release version XA-Developer IDE in Java/Swing capable of configuring MQ Series, Socket and SNMP adapters will be available no later than 5/31/2002.,
Release version XA-Developer IDE in Java/Swing capable of configuring CORBA available no later than 6/30/2002.

Upon completion and deliver of Java/Swing IDE supporting features specified in 4 (iv) , scheduled for 6/30/2002, updates and new releases of Microsoft IDE will no longer be provided to Customer.

(v) Customer is entitled to review a product road map for the Solution/Process Designer.

(vi) Access to the Adaptor Creator Guide and associated binary code, libraries and schemas

5.   Fees and Payments

Customer shall pay the license fees for the Licensed Work and the Runtime Components in accordance with the terms set forth on Schedules A and B, respectively. Customer will provide to Licensor quarterly reports of sales of the Customer Products for each quarter, or portion thereof, covered under this Agreement ("Royalty Reports"). Each Royalty Report will be delivered not later than the last business day of the first month of each quarter, covering the immediately preceding calendar quarter. Upon request, Customer will certify in writing that it has paid the fees required by this Agreement. Licensor will have the right, with reasonable notice, during normal business hours, at Licensor's sole expense (except as set forth herein), and in as non-disrupting a manner as reasonably possible, to verify Customer's compliance with its payment obligations by having its representatives conduct an audit. If Licensor believes that the fees paid by Customer are not sufficient to satisfy the obligations of Customer hereunder, Licensor may appoint a mutually acceptable independent auditor to conduct an audit, and Customer agrees to pay any fees outstanding as documented by the auditor not later than thirty (30) days after the auditors' report is made available to Customer. If the fees paid prior to the audit equal less than ninety percent (90%) of those which were actually due and payable as of the date of the audit, Customer shall reimburse Licensor the costs incurred for that audit.

6.   Training, Maintenance Services and Software Services

Licensor shall provide Customer training, maintenance, support and software services in accordance with the terms set forth on Schedule C. Customer shall pay Licensor the training fees and Maintenance Fees as set forth on Schedule C.

7.   Limited Warranty

Licensor warrants that it owns all right, title and interest in and to the Licensed Work or has sufficient licenses to grant the rights and licenses granted herein. Licensor warrants that the Licensed Work shall function in all material respects in accordance with the Documentation under normal use and service for a period of 90 days from the date of receipt of the Licensed Work. Licensor does not warrant that the operation of the Licensed Work will be uninterrupted or error-free, or that the software functions will meet Customer's individualized requirements. Licensor shall, as its exclusive remedy for any nonconformity in the Licensed Work, repair or replace (at its option), the Licensed Work with a conforming version thereof.

The foregoing warranty does not cover repair for damages, malfunctions, or service failures caused by (1) actions of any non-Licensor personnel, (2) failure to follow Licensor's installation, operation, or maintenance instructions, (3) attachment to or incorporation in the Licensed Work of Non-Licensor products not supported by Licensor, or (4) any factor beyond Licensor's control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation facilities, fuel or energy shortages, or acts or omissions of communications carriers.

EXCEPT AS STATED IN THIS SECTION, LICENSOR AND ITS AFFILIATES, SUBCONTRACTORS, AND REPRESENTATIVES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS SET FORTH IN SECTION 7 BELOW, CUSTOMER AGREES THAT ITS SOLE REMEDY AGAINST LICENSOR, ITS AFFILIATES, SUBCONTRACTORS, AND REPRESENTATIVES FOR LOSS OR DAMAGE CAUSED BY ANY DEFECT OR FAILURE OF THE LICENSED WORK, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THE REPAIR OR REPLACEMENT OF THE LICENSED WORK, PROVIDED THAT SUCH LICENSED WORK IS RETURNED IN ACCORDANCE WITH THE CONDITIONS PROVIDED HEREIN.

8.   Patent and Copyright

Licensor makes no representation that it has undertaken a patent or copyright search to determine whether Licensed Work may infringe upon patent or copyrights owned by a third party. Licensor does warrant and represent that it has not utilized the work product of any third party in its development of the Licensed Work. In the event of the issuance of an Order of a Court of any competent jurisdiction or the entry into a Stipulation by Licensor limiting or eliminating its rights to the Licensed Work, this License Agreement shall terminate immediately.

If the Licensed Product, or any part thereof, becomes, or in Licensor's opinion is likely to become, the subject of a claim of infringement, Licensor will, at its option: (1) replace the Licensed Product or any allegedly infringing part thereof with a noninfringing product substantially complying with the applicable specifications; or (2) modify the Licensed Product or part thereof so that it becomes noninfringing and performs in a substantially similar manner to the original Licensed Work or part thereof. Upon failure of the foregoing, Licensor will advise Customer to cease any infringing use of the Licensed Work or part thereof, and will indemnify Customer against liability as a result of any infringement of a third party's patent or copyrights by its use of the Licensed Work.

THIS SECTION STATES THE ENTIRE LIABILITY OF THE PARTIES, THEIR AFFILIATES, SUBCONTRACTORS, AND REPRESENTATIVES FOR INFRINGEMENT BY ANY LICENSED WORK.

9.   Limitations on Liability

EXCEPT AS SET FORTH IN PARAGRAPH 7 HEREIN, IN NO EVENT SHALL THE PARTIES BE LIABLE TO ONE ANOTHER FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY UNDER THE INTELLECTUAL PROPERTY INDEMNIFICATION, INFRINGEMENT OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, OR BREACH OF CONFIDENTIALITY PROVISIONS BY CUSTOMER, NEITHER PARTY'S LIABILITY SHALL EXCEED AN AMOUNT EQUAL TO THE FEES PAID (OR WHICH SHOULD HAVE BEEN PAID) BY THE CUSTOMER IN CONNECTION WITH THE LICENSED WORK.

10.   Term/Termination

(A)   This Agreement shall become effective as of the date signed and shall continue in full force and effect until terminated in accordance with this Section 10.

(B)   If this Agreement is terminated other than for reasons set forth in paragraph C below, such termination will not affect (i) the validity of any license to Runtime Components embedded in or accessed by Customer Products sold by Customer, or (ii) Customer's rights in and to any of the Development Software already licensed to Customer hereunder (except where termination is due to a breach by Customer of the license restrictions, payment terms or other material breach of the terms herein in which case, Customer's right to use the applicable Development Software will terminate). Upon expiration or termination, Customer will no longer

have the right to distribute the Customer Application containing or accessing the Runtime Components.

(C)   This Agreement and the license granted hereunder may be terminated by Licensor if Customer breaches any of the provisions of this Agreement, which breach has not been remedied within thirty (30) days (or in the case of monetary amounts past due, within ten (10) business days) of notification thereof.

(D)   Upon termination due to a breach by Customer, Customer will cease any further use of the Licensed Work, return to Licensor all tangible copies, and destroy all intangible copies in Customer's possession or control. Customer shall certify in writing that all known copies of the Licensed Work, including backup copies, have been returned to Licensor or destroyed.

(E)   Regardless of termination of this Agreement, the provisions of Sections 3, 5, 7, 8, 9, 11 and 12 hereof shall survive such termination and shall continue to apply in accordance with their terms.

11.   Marketing.

(A)   Licensor may identify Customer as a customer of Licensor on its web. Customer agrees to act as referenceable customer for Licensor and shall make itself available and will promptly respond to inquiries from potential investors and customers... .

12.   Miscellaneous

(A)   This Agreement shall inure to the benefit of, and be binding onCustomer's organization and Licensor, and their respective successors and assigns. Customer may not assign this Agreement except to a successor to all or substantially all of the business and properties of Customer's organization dealing with Licensed Work. References to "Customer's organization" or "Customer" herein, for purposes of establishing the permitted use of the Licensed Work, shall include the operations of any direct or indirect parent or subsidiary company or of any direct or indirect subsidiary company of any such parent company.

(B)   This License Agreement and the rights and obligations of the parties with respect to the Licensed Work shall be governed by Colorado law, as it applies to a contract negotiated, executed and performed in that state.

(C)   In the event Licensor ceases to conduct operations during the term of this Agreement, which causes Licensor to discontinue providing technical support for Licensed Work, pursuant to Section 6 and Schedule C, the

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source code of Licensed Work will be made available by Licensor to Customer for use by Customer.

(D)   The parties will attempt to resolve any dispute arising under this Agreement through the informal means described in this paragraph. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will provide to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and relevant. The representatives will negotiate in good faith to resolve the dispute without the need for any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of (i) the designated representatives mutually conclude that resolution through negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file for formal proceedings earlier solely to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

(E)   If any provision of this Agreement is found invalid or unenforceable, that provision will be reformed, construed and enforced to the maximum extent permissible consistent with the parties' intent and the economics of the transaction, and the other provisions of this Agreement will remain in full force and effect.

(F)   CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND UNDERSTANDS IT, AND THAT BY EXECUTING THIS AGREEMENT, INSTALLING OR EXECUTING THE LICENSED WORK, OR MAKING ANY OTHER USE OF IT, CUSTOMER AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. CUSTOMER FURTHER AGREES THAT, EXCEPT FOR SEPARATE WRITTEN AGREEMENTS BETWEEN LICENSOR AND CUSTOMER, THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative and have caused this Agreement to become effective as of the date first above written.

XAware, Inc.

by: _Michael Hill_____

Michael Hill, CEO

TELEGEA, INC.

by: _____

MaryAnn Le page, VP Finance

Schedule A

Customer

Company Name	Telegea
Address	245 Winter Street Waltham, Massachusetts 02451
Primary Contact	Mary Ann LePage
Telephone:	781-663-9254
Fax:	
Email:	MlePage@telegea.com

Licensed Software Product

The following table defines the software product and associated license and annual support and maintenance fees. Where product is rented the license fee and support and maintenance is included for the term of the rental.

Payment Terms

Licensor grants Customer a license to use the Development Software and Documentation according to restrictions outlined in Section 1. The license fee of twenty-five thousand US Dollars (US $25,000.00) shall be paid for the perpetual license of XA-Suite, 50% ($12,500) upon the execution of this Agreement and 25% ($6,250) upon delivery and acceptance of 4/15/02 release (see section 4.0). The remaining 25% ($6,250) will be paid after the final delivery and acceptance scheduled for 6/30/2002(see section 4.0) .

Acceptance Criteria: Customer will provide Use Cases to XAware five days prior to delivery of the product for 4/15/02 release and 6/30/02 release and such Use Cases shall be deemed to constitute the Acceptance Criteria for the respective release.

Acceptance Period: Customer shall either accept or provide Notice of Non-acceptance (defined below) within 3 days after delivery of the Development Software. If Customer does not accept the Development Software, Customer shall provide written notice to Licensor indicating the reasons for non-acceptance with sufficient specificity to allow Licensor to remedy the problem to make the Software Product acceptable (Notice of Non-acceptance). If Customer does not provide written Notice of Non-acceptance within 3 days after delivery, the Development Software shall be deemed accepted and the balance of the license fee shall be due and payable immediately without offset.

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Product	License Type	Unit Price		Qty	Total Price		Monthly Rental
		License	Annual Support & Maint.		License	Annual Support & Maint.	
XA-Suite Development License	Server Tier II	$3,125	20%	8	25,000	20%	
			Discount:				
			Total Price:		25,000	5,000	

Product

XA-Suite Development License: See Schedule XX for development and delivery schedule.

    XA-Developer (Microsoft)

    XA-Developer (Java/Swing)

    XA-iServer (Java)

    XA-Connectors: JMS, EJB, Servlet, CORBA, SOAP, API

    XA - Adapters: SQL, HTTP, JMS, MQSeries, Monitor, CORBA

License Type

User License: One license for each installed instance of the software on a client computer.

Server License Tier II: Sun workstations 1-2 processor, Sun Midrange 2-4 processor, Intel 2-4 processor, PC 1-2 processor

Quantity

Eight (8) Development Licenses.

Media

License includes a single copy of all Software including documentation in digital form on CD media.

SCHEDULE B

Licensed Software Product

The following table defines the software product and associated license and annual support and maintenance fees. Where product is rented the license fee and support and maintenance is included for the term of the rental.

Payment Terms

Customer shall pay a Royalty Fee of $8,700 per third party CPU installation of the Product when Runtime Components are embedded in the Customer Application sold to the third party user. Customer shall pay the Royalty Fee to Licensor 30 days after the fiscal quarter, fiscal quarters defined as ending on 3/31, 6/30, 9/30 and 12/31.

Product	License Type	Unit Price		Qty	Total Price		Monthly Rental
		License	Annual Support & Maint.		License	Annual Support & Maint.	
XA-Suite Runtime License	CPU	$12,500					
				Discount:	31%		
				Total Price:	$8700	-	

Product
XA-Suite Runtime License: See Schedule XX for development and delivery schedule.

    XA-Developer (Microsoft)

    XA-Developer (Java/Swing)

    XA-iServer (Java)

    XA-Connectors: JMS, EJB, Servlet, CORBA, SOAP, API

    XA-Adapters: SQL, HTTP, JMS, MQSeries, Monitor, CORBA

License Type
User License: One license for each installed instance of the software on a client computer.

Server License: One license for each server computer where the software is installed.

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CPU License: One license for each CPU where the software is installed.

Media
License includes a single copy of all Software including documentation in digital form on CD media.

SCHEDULE C

Training

Licensor shall provide Customer with two days of product training for up to 8 developers at the customer site, training to be conducted on mutually agreed upon dates.

The fee for such training, technical support and updates will be in the amount of $12,000.00 US Dollars, payable upon completion of training.

<u>Description of Maintenance and Support Services</u>

(A)   Licensor shall provide maintenance services for the Software as described herein ("Maintenance Services") to Customer during the first year of this Agreement, which shall commence upon execution of this Agreement (the "Maintenance Term"), for the maintenance fee as described in Schedule A. The Maintenance Term shall automatically renew for successive periods of one (1) year unless the Customer advises Licensor in writing not less than ninety (90) days prior to completion of the then-current term, that the Agreement will not automatically continue. In respect of any such automatic period of renewal the Customer shall continue to be obliged to pay the Maintenance Fee at the rate prevailing at the time of renewal. Payment of the Maintenance Fee for each renewal term shall be made in full prior to the commencement of such renewal term.

(B)   During all Maintenance Periods where Customer requests such service and has paid the requisite Maintenance Fees under Schedule A herein, Licensor shall provide Maintenance Services, available 9:00 a.m. to 6:00 p.m. MST, Monday through Friday. As part of these Maintenance Services, Licensor shall provide an adequate number of qualified personnel to perform and support the Maintenance Services on Licensor's behalf. Licensor shall respond to all requests for support in accordance with the response guidelines set forth below in paragraph (F).

(C)   Licensor shall use its best efforts to correct any errors in the Software which cause it to deviate from the specifications for the Software contained in the Documentation ("Errors") in accordance with the Response Times set forth below in Section (F). Licensor will investigate and correct suspected Errors in the Software at its office to the extent possible. If Licensor travels to Customer's place of business at the request of Customer, Customer will pay Licensor for the reasonable and direct travel and other out-of-pocket expenses of Licensor personnel. If it is determined that a suspected error is attributable to a cause other than an Error in the Software, then Customer shall pay for Licensor's work on a time and materials basis at Licensor's standard published software services rates.

(D)   During the Initial Maintenance Period and all subsequent Maintenance Periods, Licensor will provide to Customer all Updates for the Software. Licensor shall provide

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such Updates to Customer upon their general release. Upon completion of installation of any Updates, Licensor shall provide Maintenance Services for such Updates under this Agreement.

(E)   Customer will provide a description of the Error and the severity of the Error to Licensor, stating the circumstances that lead to the severity condition. The actual severity level may be re-determined by the mutual agreement of the parties during the Error resolution process. The incident report shall contain, to the extent known, applicable and/or possible: (i) the name of the Software, the version or release number; (ii) client or server OS and version; (iii) RDBMS type and version; (iv) Customer contact name, email address if available, telephone number and fax number; (v) the nature of the Error and a description of the Error; and (vi) Customer's classification of the severity of the Error. Customer will provide Licensor with as much information and access to systems as possible to enable Licensor to investigate and attempt to identify and verify the reported Error issue. Customer will work with Licensor support personnel during the Error isolation process, as reasonably needed. Customer will assign one or two individuals whose names shall be provided to Licensor in writing and who shall serve as the contact persons to coordinate support issues with Licensor. Licensor shall have no obligation to respond to any inquiry from any person other than those identified at that the time of the inquiry as the Licensor contact persons.

(F) LICENSOR shall provide an initial response to Customer regarding Errors with the Software and shall seek a resolution of such Errors based upon the severity of the Error according to the following schedule:

Severity	Definition	Service Level	Response Time[1]	Release Type[2]
1	Critical – Customer's production use of the Software Product is stopped or so severely impacted that the Customer cannot reasonably continue work.	Report status every 4 hours. Work around-the-clock until problem is resolved, or until a workaround is found and the severity reduced.	1 hour from Customer placing call	Patch Release or temporary workaround.
2	Major Inconvenience – Serious Loss of Functionality Important functionality is not operating properly causing Customer to spend significant time and resources addressing the issue.	Report status (progress of rectification of the defect) once daily. Work normal business hours until problem is resolved, or until a workaround is found and the severity reduced.	4 hours from Customer placing call	Patch Release, New Release or Update.
3	Causing Inconvenience Functionality is not operating in accordance with ordinary use and Customer must spend some time and expense dealing with the problem.	Report status Monthly via standard report. Work normal business hours.	1 Business Day from Customer placing call	Patch Release, New Release or Update.
4	Request for information	Report status Monthly via standard report. Work normal business hours.	24 hour from customer providing notice of the problem via either phone, fax, or e-mail	Email delivery or Website reference of requested information

Notes

1. "Response" indicates that Licensor has acknowledged Customer's inquiry in the same manner it was received or in another manner reasonably acceptable to Customer.

2. "Release Type" is indicative only and is at Licensor's reasonable discretion.

(G) Maintenance Services described herein specifically <u>do not</u> include "Software Services." Software Services are defined as repairs made necessary as a result of:

(i)   Customer's failure to maintain a suitable installation environment if and as specified in the Documentation;

(ii)   use of the Software for purposes other than set forth in the Documentation or this Agreement or the purposes for which they were designed, or neglect or misuse of the Software in violation of the Documentation or this Agreement;

(iii) repair or alterations of the Software by any person not authorized by XAWARE in writing, or use of parts or supplies other than ones recommended or approved in writing by Licensor;

(iv) damage resulting from accident, disaster (including but not limited to fire, flood, water, wind and lightning);

(v)   the relocation, reconfiguration or rearrangement of the Software; and

(vi) the use of the Software on equipment or in conjunction with third party software not meeting the minimum specifications as defined in the Documentation.

(H) Software Services, as well as expanded support or technical assistance, are available when requested by Customer. Licensor may provide such services at an additional charge in accordance with Licensor's then-current pricing policy, plus reasonable and direct travel expenses and costs incurred in performing such services.

HWD2 891732v3

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative and have caused this Agreement to become effective as of the date first above written.

XAware, Inc.

by: _____
Michael Hill, CEO

TELEGEA, INC.

by: _____
MaryAnn Le page, VP Finance

HWD2 891732v3

AMENDMENT NO. 1 TO LICENSE AGREEMENT

This AMENDMENT NO. 1 TO LICENSE AGREEMENT (this "Amendment"), dated as of December 23, 2002, is made by and between XAware Inc., a Delaware corporation, with offices located at 2060 Briargate Parkway, Suite 150, Colorado Springs, CO 80920 ("Licensor") and TELEGEA, Inc., a Delaware corporation, with offices located at 245 Winter Street, Waltham, Massachusetts 02451 ("Customer").

WITNESSETH:

WHEREAS, the parties hereto are parties to a License Agreement dated on or about March 2002 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend certain provisions of the Agreement as provided herein;

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.   Defined Terms. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

2.   Amendments.

(a)   The third "WHEREAS" of the Agreement is hereby deleted in its entirety and replaced by the following:

> WHEREAS, Customer wishes to utilize Licensed Work as part of its TeleGea Accelerator Platform products (each, a "Product" and collectively, "Products"); and

(b)   Section 5 of the Agreement is hereby deleted in its entirety and replaced by the following:

> Customer shall pay the license fees for (i) the Licensed Work in accordance with the terms set forth on Schedule A attached hereto and (ii) the Runtime Components in accordance with the terms set forth on Schedule B attached hereto.

(c)   Schedule B to the Agreement is hereby deleted and replaced in its entirety by Schedule B attached hereto.

(d)   The introductory clause and clause (i) of Section 10(B) is hereby deleted and replaced with the following:

> If this Agreement or any license herein expires or is terminated other than for reasons set forth in paragraph C below, such expiration or termination will not affect (i) the validity of any license to Runtime Components embedded in or accessed by Products licensed, sold or distributed by Customer; provided, however, that in no event shall the validity of any license to Runtime Components embedded in or accessed by Products licensed, sold or distributed by Customer prior to the expiration of the Initial Runtime Period (as defined in Schedule B hereto) be affected by the

failure of the Licensor and Customer to agree upon a license fee for the license to the Runtime Components from and after the expiration of the Initial Runtime Period; or . . .

(e)   Section 10(E) of the Agreement is hereby deleted in its entirety and replaced by the following:

E.   Regardless of termination or expiration of this Agreement or any license herein, the provisions of Sections 3, 5, 7, 8, 9, 10(B), 11 and 12 hereof and any other provision hereof which this Agreement expressly provides will survive termination shall survive such termination and shall continue to apply in accordance with their terms.

(f)   The following is added as Section 10(F) of the Agreement:

F.   Customer may terminate this Agreement at any time by giving Licensor no less than 30 days prior written notice of its intent to terminate this Agreement. Any fees paid by Customer to Licensor prior to such termination shall be nonrefundable. Upon termination pursuant to this Section F, Customer will cease any further use of the Licensed Work, return to Licensor all tangible copies, and destroy all intangible copies in Customer's possession or control. Customer shall certify in writing that all known copies of the Licensed Work, including backup copies, have been returned to Licensor or destroyed.

(g)   The provisions set forth on Exhibit A attached hereto are hereby added as Section 13 of the Agreement.

(h)   The following is added as Section 14 of the Agreement:

14.   Updates. Contemporaneously with the delivery of any Update (as defined below) to Licensor's general customer base, Licensor will deliver the applicable Update to Customer. "Update" means any of the following items which Licensor makes generally available at no additional charge for customers, and includes any associated documentation: (i) all updates, improvements, enhancements, corrections or additions of or to the Software Product, in the form of new releases of the Software Product; (ii) all future extensions to, or advances of, the technology underlying the Software Product, including new features or functions; (iii) any new program that replaces, performs a function similar to, or obsoletes the Software Product; (iv) fixes, workarounds or modifications that address errors in the Software Product; and (v) any modifications of the Software Product required by a change in any operating system on which the Software Product has been certified to run. Updates shall not include any release, option, future product, or any upgrade in features, functionality or performance of the Software Product which Licensor licenses separately or offers only for an additional fee; provided, however that Customer shall be entitled, at no additional fee, to any release, option, or upgrade released during the first year of this Agreement. Customer agrees to pay exactly $3,000 for the rights to receive such upgrades from Licensor for a period of one year (January 1, 2003-December 31, 2003. Such payment shall be due by December 31, 2002. Licensor and Customer agree to extend this maintenance arrangement if both parties mutually agree.

(i)   The following is added as Section 15 of the Agreement:

15.   Marketing. Each of Licensor and Customer shall have the right to publicly disclose the fact that it has a business relationship with the other party, and in connection therewith shall have the right to use the other party's trade name, trademarks and service marks (collectively, the

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"Licensed Marks"). Each of Licensor and Customer (each, a "Mark Licensor") grants to the other party a non-exclusive license to use the Mark Licensor's Licensed Marks for such purpose. If a Mark Licensor determines that the other party is using or displaying the Mark Licensor's Licensed Marks in a manner that is or may be detrimental to Mark Licensor's interest, the Mark Licensor may issue reasonable instructions to the other party concerning the manner, if any, in which the other party may continue to use Mark Licensor's Licensed Marks. The other party shall promptly comply with such instructions or cease the use or display of the Licensed Marks in question. In addition, upon written notice to the other party, a Mark Licensor may at any time terminate the other party's license under this Section 15 to use the applicable Licensed Marks.

3.   Remainder of Agreement. Except as expressly amended hereby, the Agreement shall remain in full force and effect in accordance with its terms.

4.   Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Colorado.

5.   Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

XAware, Inc.

by: _Michael Hill_
Michael Hill
President

TELEGEA, INC.

by: _____
Steven Domenikos
CEO

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SCHEDULE B
License Fees for the Runtime Components

Runtime Components

This Schedule describes the associated license and annual support and maintenance fees for the Runtime Components.

License Fee

General. In exchange for the license to the Runtime Components (described in Section 2 of the Agreement) during the period from January 1, 2003 through June 30, 2005 (the "Initial Runtime Period"), Customer shall pay a license fee of $50,000 to Licensor no later than December 31, 2002. In the event that the license fee is not received by Licensor by such date, Licensor may declare this Agreement in default or, in its sole discretion, may increase the license fee by an additional $25,000 for each month which the payment remains outstanding.

Exceptions. Notwithstanding anything to the contrary in this Schedule B or the Agreement (including without limitation Section 2(C) of the Agreement), if during the Initial Runtime Period:

(1)   (a) a third party (the "Assignee") succeeds, by merger, purchase or otherwise, to all or substantially all of the business and properties of Customer's organization dealing with the Licensed Work and (b) Customer or such Assignee makes a one time payment of $75,000 to Licensor, then such Assignee shall not be required to pay any further license and/or other fee(s) for the perpetual license to the Runtime Components (described in Section 2 of the Agreement) from and after the expiration of the Initial Runtime Period; provided however, that such license shall only encompass the Runtime Components as they exist on the date of such payment and Licensor shall have no obligation to provide Updates or maintenance for such Runtime Components unless otherwise agreed in writing executed by Assignee and Licensor; and/or

(2)   Customer enters into one or more agreements with one or more third parties (e.g., an original equipment manufacturer agreement) which contemplate (i) the integration, incorporation or other bundling of the Runtime Components solely with the Product (collectively, the "OEM Products") and (ii) the distribution, directly or indirectly, of the OEM Products to end users (each such agreement, an "OEM Agreement"), Customer shall make a one time payment of $10,000 with respect to the applicable OEM Agreement and Customer shall not be required to pay any further license and/or other fee(s) for the perpetual license to the Runtime Components (described in Section 2 of the Agreement) which are distributed pursuant to the applicable OEM Agreement from and after the expiration of the Initial Runtime Period. For purposes of this section, an "OEM Agreement" shall include (a) any agreement with a third party which allows such party to integrate, bundle, or embed the Product (or any portion thereof which includes the Runtime Components) into a proprietary product of such third party which is thereafter sold, leased or otherwise made available (via service bureau, time-share or otherwise) to end users and (b) any other agreement which Customer elects to classify as an OEM Agreement in its sole discretion.

Product

XA-Suite Runtime License is comprised of the following components:

XA-Developer (Microsoft)

XA-Developer (Java/Swing)

XA-iServer (Java)

XA-Connectors: JMS, EJB, Servlet, CORBA, SOAP, API

XA-Adapters: SQL, HTTP, JMS, MQSeries, Monitor, CORBA

Media

License includes a single copy of all Software including documentation in digital form on CD media.

EXHIBIT A

13.   Source Code.

A.   Release of Source Code Materials. In the event of the occurrence of a Source Code Release Condition (as defined below), for the purpose of providing Customer access to such technology as may be necessary or appropriate to permit it to operate, use and maintain the Software Product as contemplated by this Agreement, Licensor agrees that Customer shall be entitled to delivery of a copy of the Source Code Materials (as defined below), from the Escrow Agent (as defined in Section 13(B) below), and Licensor agrees to facilitate such delivery promptly following the occurrence of such Source Code Release Condition. Licensor hereby grants to Customer a nonexclusive, paid-up, royalty-free license to use, compile, reproduce, and modify the Source Code Materials in connection with the continued operation, use and maintenance of the Software Product, including the right to compile the Source Code and use the resulting Object Code (as defined below). This license shall survive any termination of this Agreement for any reason other than a breach of this Agreement by Customer.

B.   Escrow. Within thirty (30) days of execution of this Amendment, Licensor agrees to deposit a copy of the Source Code Materials in escrow with DSI Technology Escrow Services, Inc. or another escrow agent reasonably acceptable to Customer ("Escrow Agent") for purposes of securing Customer's rights under Section 13(A). Such escrow deposit shall be maintained during the term of this Agreement pursuant to an Escrow Agreement consistent with the terms of Section 13(A) and reasonably agreed to by Licensor and Customer (the "Escrow Agreement"). Pursuant to such Escrow Agreement, Licensor shall update the deposit on not less than a quarterly basis to reflect changes in and additions to the Source Code Materials. All charges and costs of the Escrow Agent shall be paid by Customer.

C.   Definitions. For purposes of this Section 13, the following terms shall have the meanings set forth below:

(1)   "Bankruptcy Event" shall mean the occurrence of any of the following: (a) the Licensor makes an assignment for the benefit of creditors; (b) a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by the Licensor; (c) such a petition is filed with respect to the Licensor by any third party, or an application for a receiver is made by anyone, and such petition or application is not resolved favorably within forty-five (45) days or, (d) the Licensor ceases doing business.

(2)   "Object Code" means computer software programs, assembled or compiled , substantially or entirely in binary form, which are readable and usable by computer equipment, but not generally readable by humans without reverse assembly, reverse-compiling or reverse engineering.

(3)   "Source Code" means, as of any given time, all computer software programs instructions or programs developed or owned by Licensor (including all computer programs written in a high-level computer programming language such as HTML, VBscript, JavaScript, and SQL) readable by humans without reverse assembly, reverse-compiling or reverse engineering but not suitable for machine execution without the intervening steps of interpretation, assembly or compilation which are used in the development or operation of the Software Product.

(4)   "Source Code Documentation" shall mean all documentation that is fixed in any tangible medium of expression, including, but not limited to, functional overviews, screen layouts, record layouts, design specifications, standard designs, user documentation, feature specifications, code and design documents, current bug lists (fixed and unfixed) and training material, and all other information reasonably necessary to allow a programmer of ordinary skill to install and maintain the Source Code on a computer server and transform such Source Code into an executable form for operation in accordance with its specification, limited, however, to such materials that are held and used by Licensor in the ordinary course of business, it being understood that Licensor is not subject to any obligation to develop any additional Source Code Documentation except as may be expressly provided herein.

        (5)   "<u>Source Code Materials</u>" means, collectively, the Source Code and Source Code Documentation.

        (6)   "<u>Source Code Release Condition</u>" means any of the following:

        (a)   The occurrence of a Bankruptcy Event, or

        (b)   Licensor's inability or unwillingness to substantially perform its support and/or maintenance obligations within a commercially reasonable time period.

D.   <u>No Further Obligation</u>. Except as expressly provided in this Section 13, Licensor shall be under no obligation whatsoever to deliver any Source Code Materials to Customer.

LIBC/1632501.7

AMENDMENT NO. 2 TO LICENSE AGREEMENT

This AMENDMENT NO. 2 TO LICENSE AGREEMENT (this "Amendment"), dated as of April , 2003, is made by and between XAware Inc., a Delaware corporation, with offices located at 2060 Briargate Parkway, Ste. 150 Colorado Springs, CO 80920 ("XAware") and TELEGEA, Inc., a Delaware corporation, with offices located at 245 Winter Street, Waltham, Massachusetts 02451 ("Telegea").

WITNESSETH:

WHEREAS, the parties hereto are parties to a License Agreement dated on or about March 2002, as amended by that certain Amendment No. 1 to License Agreement dated on or about December 31, 2002 (such License Agreement, Amendment No. 1 and this Amendment, collectively, the "Agreement"); and

WHEREAS, the parties hereto desire to amend certain provisions of the Agreement to provide for a license of certain components of the Products and the related source code files, developed by Telegea, to XAware as provided herein;

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.   Defined Terms. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

2.   Amendments.

(a)   The last sentence of Section 14 of the Agreement (which reads: "Licensor and Customer agree to extend this maintenance arrangement if both parties mutually agree.") is hereby deleted and replaced with the following:

> So long as this Agreement is in full force and effect and there has been no breach of Section 16 added below, Licensor will extend this maintenance arrangement for periods of one year each (each, a "Maintenance Year") upon the payment by Customer of the annual fee of $3,000 due by December 31 of the year preceding the applicable Maintenance Year. In the event of a breach of Section 16 below, Customer will pay the then current rate for maintenance per the Licensor's price list.

(b)   The following is added as Section 16 of the Agreement:

> 16.   Product Enhancements. In accordance with the following provisions of this Section 16, Telegea and XAware agree to work cooperatively to allow the Telegea engineering team to develop Product Enhancements (as defined below) which the parties anticipate will enhance the Products in a manner that will benefit the future business prospects of both Telegea and XAware. Neither party shall owe the other any form of compensation for the Product Enhancements or the work thereon.
>
> (A)   For purposes of this Section 16, "Product Enhancements" shall mean any software developed hereunder, intended to run within or in conjunction with the Products, said software

having the capability to move data or executed operations between the Products and any other software or hadware component, or to perform an operation on data within the Products

(B)   Product Enhancements shall include, without limitation, the following which may be developed by Telegea: XAware's XSLT BizComponent and Wizard, the Text BizComponent and Wizard, Asyncronous BizComponent and Wizard, and any other software enhancements to the Products upon which Telegea engineering team and XAware engineering team may together agree upon at any time during the term of this Agreement.

(C)   XAware engineering team will provide to Telegea engineering team the necessary requirements for design and implementation of the aforementioned Product Enhancements as well as technical support and assistance as deemed required by Telegea engineering team to complete this development effort.

(D)   The XAware engineering team and Telegea engineering team shall work together in good faith to identify each Product Enhancement to be developed and agree upon a time table for development of the applicable Product Enhancement. The Telegea engineering team will utilize commercially reasonable efforts to develop each agreed upon Product Enhancement on the applicable agreed upon timetable.

(E)   XAware shall provide to Telegea a copy of the source code and API framework for the software components of the Products that are involved in the parts of the Product Enhancements that Telegea engineering team need in order to perform its work. Telegea shall use this source code as a reference only to aid design, development and debugging of the Product Enhancements. Any modifications of this source needs to be approved in writing by XAware's engineering team.

(F)   Ownership of the XAware Product Enhancements components developed by Telegea hereunder, including the intellectual property right embodied therein, shall be held by XAware. Upon the completion of each Product Enhancements component developed by Telegea hereunder, Telegea shall provide XAware with the object code and complete source code for each such component together with all documentation related thereto (the "Product Enhancements Source Files").

(G)   XAware shall incorporate the Product Enhancement components developed by Telegea into any version of the Products delivered to Telegea under the terms of this Agreement. Product Enhancements shall be deemed to be Runtime Components for all purposes under the Agreement. For the avoidance of doubt, Runtime Components constitute Software Products for all purposes under the Agreement.

3.   Remainder of Agreement. Except as expressly amended hereby, the Agreement shall remain in full force and effect in accordance with its terms.

4.   Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Colorado.

5.   Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

XAware, Inc.

by: _Michael Hill_____
Michael Hill
President

TELEGEA, INC.

by: _____
Steven Domenikos
CEO

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